



**City of Willowick**  
**CITY COUNCIL REGULAR MEETING**

Tuesday, April 04, 2023 at 7:30 PM  
City Council Chambers

**ADA NOTICE**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

**AGENDA-AMENDED**

**CALL MEETING TO ORDER**

**PLEDGE ALLEGIANCE**

**INVOCATION**

**ROLL CALL OF COUNCIL**

**APPROVAL OF MINUTES**

- [1.](#) Motion to approve the minutes from the Regular Council Meeting of March 21, 2023

**APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

- [2.](#) A Proclamation Recognizing Child Abuse Prevention Month, 2023

**ADMINISTRATIVE APPEALS**

**REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

**COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

**GENERAL COMMUNICATIONS & REPORTS – Directors & Officials**

**Service Director** – Todd Shannon

**Recreation Director** – Julie Kless

**City Engineer** – Tim McLaughlin

**Finance Director** – Cheryl Benedict

**Law Director** – Stephanie Landgraf

**Police Chief** – Brian Turner

**Fire Chief** – Bill Malovrh

**Chief Housing/Zoning Inspector** – Sean Brennan

**WARD MATTERS**

**PUBLIC PARTICIPATION**

- a) *Public statement (1 minute maximum)*
- b) *Council response to the public*
- c) *Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

## REPORTS OF STANDING COMMITTEES

**Finance** – Bisbee, Koudela, Mohorcic

**Safety** – Phares, Malta, Bisbee

**Service, Utilities & Public Lands** – Malta, Phares, Bisbee

**Streets, Sidewalks & Sewers** – Malta, Antosh, Mohorcic

**Tax Compliance** – Koudela, Antosh, Patton

**Moral Claims** – Antosh, Phares, Patton

**Budget** – Koudela, Bisbee, Mohorcic

## LIAISON REPORTS

**Planning** – Phares/Alternate Koudela

**Board of Zoning Appeals** – Koudela/Alternate Mohorcic

**Volunteer Fire Fighters' Dependents Fund Board** – Antosh, Phares

**Recreation Board** – Bisbee/Alternate Phares

**Plan Review Board** – Antosh

**Hearts & Hammers** – Malta

## FUND TRANSFERS & BID AUTHORIZATIONS

## CONTRACT APPROVALS

## INTRODUCTION & CONSIDERATION OF LEGISLATION

### 3. Resolution No. 2023-14

A Resolution Authorizing the City of Willowick to Participate in the Ohio Department of Transportation Contract (2023-2024) for the Purchase of Road Salt and Declaring an Emergency

### 4. Resolution 2023-15

A Resolution Authorizing the Mayor of the City of Willowick to Enter into a Lease Agreement with Lake County Council on Aging for Use of the Willowick Senior Citizen Center and Declaring an Emergency

## MISCELLANEOUS

- 5. Motion to Authorize the Mayor to Execute a Transportation Improvement Program Funding Award Agreement with NOACA for the E. 305th St. (Lakeland Blvd. to Lakeshore Blvd. SR 283) Project
- 6. Motion Authorizing the Expenditure of Funds to Cleveland Electric Illuminating Company in the amount of \$49,860.99 for New Streetlights in the Shoreland Crossing Area

7. Motion Authorizing the Expenditure of Funds to B.K. Electric in the Amount of \$39,675.00 for Directional Boring and 2-Inch Conduit for New Street Lights in Shoreland Crossing Area
8. Motion Authorizing the Expenditure of Funds to Comfort Control Systems in the amount of ~~\$50,000~~ \$39,988.00 for the Replacement and Repair of the Air Conditioning Unit at City Hall Complex
9. Motion Authorizing CT Consultants to Prepare Specifications, Details, and Bid Documents, Advertise and Obtain Bids, and Provide Construction Administration Services for the Fairway Storm Sewer Repair Project for a Fee of \$75,000 in Accordance with the Agreement for Engineering Services

**TABLED 3/21/2023 TABLED 4/4/2023**

### **PUBLIC PARTICIPATION**

- a) Public statement (1 minute maximum)*
- b) Council response to the public*
- c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

### **ADJOURNMENT**



**City of Willowick**  
**CITY COUNCIL REGULAR MEETING - AMENDED AGENDA**

Tuesday, March 21, 2023 at 7:30 PM  
 City Council Chambers

**ADA NOTICE**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City of Willowick at 440-585-3700 at least three working days before the meeting.

**MINUTES**

**\*CALL MEETING TO ORDER**

**\*PLEDGE ALLEGIANCE**

**\*INVOCATION**

**\*ROLL CALL OF COUNCIL**

**\*\*PRESENT**

Council President Robert Patton  
 Ward 1 Councilwoman Monica Koudela  
 Ward 1 Councilman Patrick Mohorcic  
 Ward 2 Councilwoman Natalie Antosh  
 Ward 2 Councilwoman Theresa Bisbee  
 Ward 3 Councilman Charles Malta  
 Ward 3 Councilman David Phares

**\*\*Also present;** Mayor Vanni, Law Director Landgraf; Lieutenant Mastroianni for Chief Turner; Service Director Shannon; Recreation Director Kless; City Engineer McLaughlin; Finance Director Benedict; Chief Housing & Zoning Inspector Brennan and Council Clerk Morgan

**\*\*Absent:** Fire Chief Malovrh

**\*APPROVAL OF MINUTES**

1. Motion to approve the minutes of the Regular City Council Meeting of March 7, 2023.

**Motion made by Mr. Malta; Seconded by Ms. Antosh to approve the minutes of the Regular City Council Meeting of March 7, 2023.**

**Discussion: None    Vote: All ayes; Motion carried**

**\*APPOINTMENTS, SPECIAL RESOLUTIONS & PROCLAMATIONS**

None

**\*ADMINISTRATIVE APPEALS**

None

**\*REPORTS & COMMUNICATIONS FROM THE MAYOR/SAFETY DIRECTOR**

Introduction of the new Council Clerk. Mayor, Fire Chief and Police Chief met with St. Mary Magdalene on February 13 regarding this year's festival that will run for 4 days with no rides, same security coverage and closing an hour early each night. NOPEC license renewed for two more years and in the process of getting everybody back on the program. Information to be on the website regarding virtual and in person meetings. Budget amendments on agenda: Road program budgeted \$55,000 less so went back into the street levy. Manry was \$80,000 more than anticipated. Will take from ARPA money to move project forward. Shoreland light came to \$6,250 over what was budgeted so an amendment is needed. Once approved, the job will be scheduled. NOACA approved a grant between Willowick, Eastlake and Willoughby for the Vine St. Corridor project for \$1.5 million. Meeting to take place next week. NOACA also approved a potential \$2 million plus grant for redoing East 305 in 2025. Agreement still being reviewed by City Engineer and Law Director. Construction to begin March 31, 2023 to late November, 2023 (Worden Rd.) for SR 2 bridge replacement. Willowick to be the Lake County Commissioner's feature city in the spring newsletter. Mayor introduced Tom Loncala who spoke of the 'cross-jurisdictional contract' between Geauga and Lake County health departments. Geauga has laid off employees, the health care will be outsourced to Lake County, and all GHD employees will be hired in Lake County. He noted this was not a merger but a 5-year contract will save Geauga \$350,000 to \$600,000 per year. This will allow Lake County to apply for grants that it could not before based on population. Each county will maintain their own Board of Health.

**\*COUNCIL DISCUSSION OF THE MAYOR'S REPORT**

Mr. Phares inquired about meeting with Shoreland regarding the lighting on the 27th. Mayor stated it we are at the point where it was going to be scheduled if council decides to appropriate the funds. There is no date yet but we do have to pay them in full before they schedule the job. Mr. Phares asked to be kept up to date.

**\*GENERAL COMMUNICATIONS & REPORTS – Directors & Officials****\*\*Service Director – Todd Shannon**

More discussion about Shoreland. The estimate has been received and once the budget approved, PO will be submitted for approval. The contractor is lined up, but the lights are on backorder. Discussion of the garbage truck fire. Worden Rd. potential start date March 31.

**\*\*Recreation Director – Julie Kless**

Collectible flea market on Saturday April 1st from 9-2, April 2nd, Willowick baseball hosting breakfast with the bunny at community center from 9-1, April 8th, Easter egg hunt at Dudley beginning at noon. Discussion of Ord. 2023-11 to amend recreation fees to include contract instructors and rental fee for the gym for the youth leagues.

**\*\*City Engineer – Tim McLaughlin**

Motions on the agenda include the pavement repair and striping program contract along with the Lateral Program Project bid and Fairway sewer project. Asked that Fairway be tabled while waiting on word from the county regarding ARPA money. Mayor added that he spoke with commissioner and we are close to a decision. The city is getting money, just unsure how much.

**\*\*Finance Director – Cheryl Benedict**

The legislation on agenda and the corrections. The quote received for the streetlights was received, originally budgeted for \$44,000 and asked that it be amended to add the additional \$6,000 to line item 302.204.5600 (to \$50,000).

**\*\*Law Director – Stephanie Landgraf**

No formal report but asked that agenda item 14 be amended to read that the premium pay would commence '...on the weekend of Memorial Day.'

**\*\*Police Lieutenant Mastroianni for Chief Turner:**

No formal report but reminder of warmer weather approaching and being cautious of children out playing.

**\*\*Fire Chief – Bill Malovrh**

No formal report. Absent

**\*\*Chief Housing/Zoning Inspector – Sean Brennan**

No formal report.

**\*WARD MATTERS**

None

**\*PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

*c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

Nadia and Brandon Clark, 787 Glenhurst, asked what could be done about their neighbor on 820 Bayridge continuing to burn garbage, which smells of chemicals, has visible plume and concerned it has not been properly addressed.

President Patton stated it was the first he heard of it and asked officials about their knowledge. Mr. Brennan had issued violations for property maintenance problems (not the open burning which is under fire code) that were forwarded to the city prosecutor. Mayor Vanni asked the residents to call police when the neighbor begins burning. Ms. Antosh addressed the open burning ordinance.

**\*REPORTS OF STANDING COMMITTEES****\*\*Finance – Bisbee, Koudela, Mohorcic**

No report.

**\*\*Safety – Phares, Malta, Bisbee**

No report

**\*\*Service, Utilities & Public Lands – Malta, Phares, Bisbee**

No report.

**\*\*Tax Compliance – Koudela, Antosh, Patton**

No report.

**\*\*Streets, Sidewalks & Sewers – Malta, Antosh, Mohorcic**

No report.

**\*\*Moral Claims – Antosh, Phares, Patton**

No report.

**\*\*Budget – Koudela, Bisbee, Mohorcic**

No report.

**\*LIAISON REPORTS****\*\*Planning – Phares/Alternate Koudela**

No report.

**\*\*Board of Zoning Appeals – Koudela/Alternate Mohorcic**

No report.

**\*\*Volunteer Fire Fighters' Dependents Fund Board – Antosh, Phares**

No report

**\*\*Recreation Board – Bisbee/Alternate Phares**

No report.

**\*\*Plan Review Board – Antosh**

No report.

**\*\*Hearts & Hammers – Malta**

Assisting the recreation board with spring cleaning on Saturday May 6 at Manry from 7:45 or 8am to noon.

**\*FUND TRANSFERS & BID AUTHORIZATIONS**

None

**\*INTRODUCTION & CONSIDERATION OF LEGISLATION****2. Ordinance No. 2023-5 (Finance Director) (as Amended)**

An Ordinance to Make Appropriations for current expenses and other Expenditures of the City of Willowick, State of Ohio, During the Calendar year ending December 31, 2023, and Declaring an Emergency.

***1st Reading 2-21-23 2nd Reading 3-7-23 3rd Reading 3-21-2023***

Request to remove 'declaring an emergency' due to this being the final reading. Breakdown for the record as follows: \$7,000 added to Small Equipment Fire 207.102.5430; \$55,000 added to Street, Resurfacing and Repair; 213.601.5367; \$80,000 added to Capital Improvement-Recreation 228.303.5600; \$5,700 added to Retirement Payout-Mayor's Office 240.701.5195; \$3,000 added to Retirement Payout-Finance 240.702.5195; \$6,000 added to Capital Improvement 302.204.5600

**Motion made by Ward 3 Mr. Malta; Seconded by Ward 2 Ms. Antosh.**

**Discussion: None Vote: All ayes; Motion carried.**

**3. Ordinance No. 2023-6 (Law Director) (as amended)**

An Ordinance Amending Chapter 921 of the Codified Ordinances of the City of Willowick, Ohio, titled "Streets, Utilities and Public Services Code;" Specifically, Section 921.08, titled "Sanitary Sewer Rental Rates," to Provide a Use Charge Rate Based upon \$6.786 per 100 cubic feet of Water, Establish a Minimum Quarterly Billing for Such Use Charge Rate of \$54.29 per 800 Cubic Feet of Water, or Part Thereof.

*1st Reading 2-21-23 2nd Reading 3-7-23 3rd Reading 3-21-2023*

**Motion made by Ms. Antosh; Seconded by Mr. Phares.**

**Discussion: None. Vote: All ayes; Motion carried.**

**4. Ordinance No. 2023-9 (Law Director) (as amended)**

An Ordinance Amending Chapter 1141 of the Codified Ordinances of the City of Willowick, Ohio, titled "Mixed Use District;" Specifically Section 1141.09, titled "Development Standards; Exceptions," and Declaring an Emergency

**Motion made by Mr. Mohorcic; Seconded by Ms. Antosh to waive the three readings on Ordinance 2023-9.**

**Discussion: None Vote: All ayes; Motion carried**

**Motion made by Mr. Malta; Seconded by Ms. Antosh to adopt Ordinance 2023-9.**

**Discussion: None Vote: All ayes; Motion carried**

**5. Ordinance No. 2023-10 (Law Director) (as amended)**

An Ordinance Amending Chapter 1145 of the Codified Ordinances of the City of Willowick, Ohio, titled "Retail District"; Specifically, Section 1145.11, titled "Development Standards; Exceptions," and Declaring an Emergency

Motion made by Mr. Phares; Seconded by Ms. Antosh to waive the three readings on Ordinance 2023-10.

**Discussion: None Vote: All ayes; Motion carried**

**Motion made by Mr. Mohorcic; Seconded by Ms. Antosh to adopt Ordinance 2023-10.**

**Discussion: None Vote: All ayes; Motion carried**

**6. Ordinance No. 2023-11 (Recreation Director)**

An Ordinance Amending Ordinance No. 2023-1 Establishing the 2023 Fee Schedule for the Willowick Recreation Department, Repealing Certain Ordinances, and Declaring an Emergency.

Motion made by Ms. Antosh; Seconded by Mr. Phares to waive the three readings on Ordinance 2023-11.

**Discussion: None Vote: All ayes; Motion carried.**



**Motion made by Mr. Phares; Seconded by Ms. Antosh to adopt Ordinance 2023-11.**

**Discussion: None. Vote: All ayes; Motion carried.**

**7. Ordinance No. 2023-12 (Law Director) (as amended)**

An Ordinance Amending Chapter 922 of the Codified Ordinances of the City of Willowick, Ohio, titled "Willoughby-Eastlake Wastewater Collection and Treatment System"; Specifically, Section 922.06, titled "Fees," and Declaring an Emergency.

**Motion made by Ms. Antosh; Seconded by Mr. Phares to waive the three readings on Ordinance 2023-12.**

**Discussion: None Vote: All ayes; Motion carried.**

**Motion made by Ms. Antosh; Seconded by Mr. Malta to adopt Ordinance 2023-12.**

**Discussion: None Vote: All ayes; Motion carried.**

**8. Resolution No. 2023-12 (Service Director)**

A Resolution Authorizing the Mayor of the City of Willowick to Enter into a Contract with Innovative Landscape Management, LLC, for Grass Cutting and Maintenance Services for all City Properties and Declaring an Emergency.

**Motion made by Ms. Antosh; Seconded by Mr. Phares to waive the three readings on Resolution 2023-12.**

**Motion made by Ms. Antosh; Seconded by Mr. Phares to adopt Resolution 2023-12.**

**Discussion: None Vote: All ayes; Motions carried.**

**9. Resolution No. 2023-13 (Finance Director)**

A Resolution to Approve Authorizations (Then and Now Certificate) to CityForce in the Amount of \$5,400.00 for the City of Willowick and Declaring an Emergency

**Motion made by Ms. Antosh; Seconded by Mr. Mohorcic to waive the three readings on Resolution 2023-13.**

**Discussion: None Vote: All ayes; Motion Carried**

**Motion made by Mr. Malta; Seconded by Ms. Antosh to adopt Resolution 2023-13.**

**Discussion: None Vote: All ayes; Motion Carried**

**\*CONTRACT APPROVALS**

10. Motion authorizing the Mayor to enter into a contract with Chagrin Valley Paving, Inc. for the Base Bid and Alternates B of the 2023 Pavement Repair Program in the amount of \$1,007,847.10.

**Motion made by Ms. Antosh; Seconded by Mr. Mohorcic**

**Discussion: None Vote: All ayes; Motion carried**

11. Motion authorizing the Mayor to enter into a contract with Dura Mark, Inc. for the 2023 Pavement Striping Program in the amount of \$93,885.00.

**Motion made by Mr. Malta; Seconded by Mr. Phares**

**Discussion: None    Vote: All ayes; Motion carried.**

**\*MISCELLANEOUS**

12. Motion authorizing CT Consultants to prepare specifications, details, and bid documents, advertise and obtain bids, and provide construction administration services for the 2023 Lateral Program Project for a fee of \$22,800 in accordance with the Agreement for engineering services.

**Motion made by Mr. Phares; Seconded by Ms. Antosh**

**Discussion: None    Vote: All ayes; Motion carried**

13. Motion authorizing CT Consultants to prepare specifications, details, and bid documents, advertise and obtain bids, and provide construction administration services for the Fairway Storm Sewer Repair Project for a fee of \$75,000 in accordance with the Agreement for engineering services.

**TABLED 3/21/2023**

14. Motion to implement weekend premium pay in the Fire Department commencing the Weekend of Memorial Day 2023 through Labor Day 2023, from Friday at 1800 hours to Monday at 0600 hours, at an additional rate of \$8.00 per hour, excluding holidays.

**Motion by Ms. Antosh; Seconded by Mr. Phares**

**Discussion: None    Vote: All ayes; Motion carried.**

**\*PUBLIC PARTICIPATION**

*a) Public statement (1 minute maximum)*

*b) Council response to the public*

*c) Public clarification (30 seconds to 1 minute for the purpose of restating or rearticulating an original question, concern, suggestion or idea)*

Jean Bolin 472 E. 319th Street addressed the couple in the first public participation. Lt. Mastroianni noted the citation dates for the burn complaints. First misdemeanor offence \$150 plus court costs. President Patton requested residents keep him updated as well as the ward representatives. Law Director Landgraf noted the resident had been cited 5-6 times; he pleads guilty and pays a small fee. The ordinance does not have set fines and it was up to council to set a mandatory minimum fine for the courts to impose. It was recommended the fine gradually increases with multiple citations. President requests safety meeting be set.

**\*EXECUTIVE SESSION**

Motion to adjourn to Executive Session by Mr. Malta; Seconded by Ms. Antosh

Discussion: None    Vote: All ayes; Motion carried at 8:25pm

15. To discuss the compensation of a public employee.

**\*RETURN TO THE TABLE FROM EXECUTIVE SESSION**

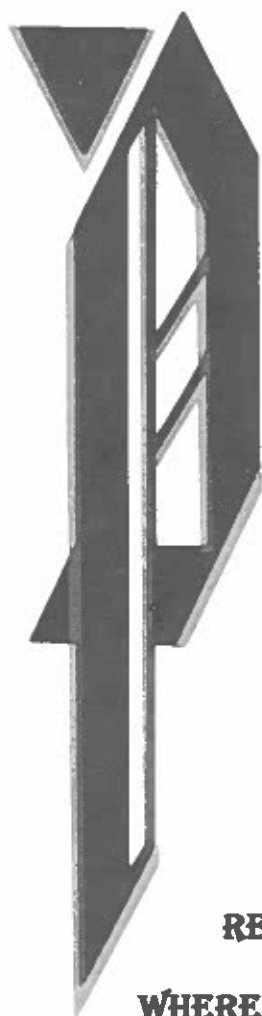
**Motion to return to the table from executive session made by Ms. Antosh; Seconded by Mr. Phares.**

**Discussion: None   Vote: All ayes; Motion carried.   Returned at 9:20pm**

**\*ADJOURNMENT**

**Motion to adjourn made by Ms. Antosh; Seconded by Mr. Phares.**

**Discussion: None   Vote: All ayes; Motion carried.   Meeting adjourned at 9:21pm**



## Office of the Mayor

# Proclamation



hereas:

### RECOGNIZING CHILD ABUSE PREVENTION MONTH, 2023

**WHEREAS**, all children of our community have the right to live and grow in a safe, secure and supportive environment; enter school prepared to succeed; be able to choose healthy behaviors and grow to successful adulthood; and

**WHEREAS**, we the leaders of this community acknowledge that those rights are not always available to all children and although there has been significant progress to increase the safety and security of our children, we renew our commitment to protecting our most valuable resource; and

**WHEREAS**, during 2022, Lake County Children Service responded to nearly 1,700 calls regarding children and their families and as a result, Children Services worked with approximately 1,000 children who presented with a variety of issues which could not be easily resolved; and

**WHEREAS**, over 100 foster families, adoptive families, relatives and other alternative caregivers provided a safe environment for children who were unable to be in their family home; and

**WHEREAS**, statistics show that a great majority of children who have died from child maltreatment in the State of Ohio, were under the age of five years old, thus never having a chance to attend kindergarten; and statistics further show that survivors of child abuse and neglect, are at a greater risk for problems later in life that affect not just the child and family, but our society as a whole; and

**WHEREAS**, the best prevention of child abuse can only be done if we, both as a society and as individuals, take responsibility to offer parents and families the support and tools they need to provide healthy nurturing homes for their children.

**THEREFORE**, we shall declare April as Child Abuse Prevention Month in the City of Willowick, Ohio, and urge citizens of our community to join with us to become involved in activities this month and all through the year, to raise the awareness of child abuse and to focus our attention on providing safe environments for children and foster confident, positive parents.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and cause the Great Seal of the City of Willowick to be affixed, this 4<sup>th</sup> day of April 2023.

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**MAYOR MICHAEL J. VANNI**  
CITY OF WILLOWICK

**RESOLUTION NO. 2023-14****A RESOLUTION AUTHORIZING THE CITY OF WILLOWICK TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION CONTRACT (2023-2024) FOR THE PURCHASE OF ROAD SALT, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Willowick, Lake County, Ohio (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (2023-2024) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**SECTION 1.** The Political Subdivision hereby agrees:

(a) to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

(b) The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

(c) The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and

(d) The Political Subdivision’s electronic order will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

(e) The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and

(f) The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

(g) The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than May 1, 2023 by

5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**SECTION 2.** All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 3.12 of the Charter of the City of Willowick, and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick.

WHEREFORE, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2023

\_\_\_\_\_  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michael J. Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_  
Christine Morgan, Clerk of Council

**RESOLUTION NO. 2023-15\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WILLOWICK TO ENTER INTO A LEASE AGREEMENT WITH LAKE COUNTY COUNCIL ON AGING FOR USE OF THE WILLOWICK SENIOR CITIZENS' CENTER, AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:**

**Section 1.** That the Mayor of the City of Willowick is hereby authorized to enter into the written contract with the Lake County Council on Aging for the use of the Willowick Senior Citizens Center in a form substantially similar to the Lease Agreement annexed as Exhibit A, and incorporated herein, and to execute any and all documentation necessary to formalize the validity and implementation of that Contract.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the usual and necessary daily operation of a municipal building; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: \_\_\_\_\_, 2023

\_\_\_\_\_  
Robert Patton, Council President

Submitted to the Mayor: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michael J. Vanni, Mayor

Approved by the Mayor: \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_  
Christine Morgan, Clerk of Council

## **LEASE AGREEMENT**

This Lease Agreement ("Lease") is made and effective May 1, 2023 by and between City of Willowick ("Lessor") and Lake County Council on Aging ("Lessee").

Lessor is the owner of land and improvements commonly known as 321 E. 314th Street, in the City of Willowick, County of Lake, State of Ohio and described as the Willowick Senior Citizens' Center (the "Building").

Lessor makes available for lease a portion of the Building together with the following furnishings and appliances: HVAC equipment, gym, kitchen and all electrical fixtures subject to the terms and conditions in this Agreement.

Lessor desires to lease the Leased Premises to Lessee, and Lessee desires to lease the Leased Premises from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

**THEREFORE**, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### **1. Term.**

Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases the same from Lessor for a 5-year term commencing May 1, 2023 and ending April 30, 2028, unless renewed or extended by mutual agreement of the parties.

### **2. Rental.**

Lessee shall pay to Lessor, during the Initial Term, quarterly rent, in the amount of six-hundred dollars (\$600.00). The first installment for the period of April 1, 2023 to June 30, 2023 shall be due upon execution of this Agreement.

Each subsequent installment payment shall be due in advance on the first day of each quarter (January 1 – March 31), (April 1 – June 30), (July 1 – September 30), (October 1 – December 31) during the lease term to Lessor, either in person or by mail, to the City of Willowick, 30435 Lakeshore Blvd., Willowick, Ohio 44095.

### **3. Use**

The Leased Premises may be used and occupied by Lessee for purposes of weekly food preparation and distribution to Lake County Senior Citizens, and any other ancillary or associated purposes of the Lake County Council on Aging, and for no other purpose, providing that Lessee also must comply with all applicable zoning ordinances. Notwithstanding the forgoing, Lessee shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.



#### **4. Sublease and Assignment.**

Lessee shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Lessor's consent.

#### **5. Repairs.**

During the Lease term, Lessee shall make, at Lessee's expense, after prior written notice to the Lessor, all necessary repairs to the Leased Premises occupied by the Lessee. Repairs shall include such items as routine repairs of floors, plumbing, kitchen equipment, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, exterior walls, structural foundations or subject to the obligations of the parties otherwise set forth in this Lease. All repairs shall be subject to review and acceptance by the Lessor and/or its authorized representative.

#### **6. Alterations and Improvements.**

All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the Leased Premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor. Lessee shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Lessee at Lessee's expense.

#### **7. Insurance.**

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

Lessor shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Lessor shall deem appropriate. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Lessee and Lessor shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Lessor shall be listed as an additional insured on Lessee's policy or policies of comprehensive general liability insurance, and

Lessee shall provide Lessor with current Certificates of Insurance evidencing Lessee's compliance with this Paragraph. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a policy is due to expire at least (10) days prior to such expiration. Lessor shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

#### **8. Utilities.**

Lessee shall not, without the Lessor's written consent, use any equipment or devices that utilizes excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other Lessees.

#### **9. Signs.**

Following Lessor's written consent, Lessee shall have the right to place on the Leased Premises, at locations selected by Lessee, any temporary directional signs which are permitted by applicable zoning ordinances and private restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other Lessee

#### **10. Entry.**

It is understood by both parties that the Building will continue to be utilized daily by the Lessor as the City of Willowick Senior Center during the Term of this Lease. Accordingly, Lessor shall have the right to enter upon the Leased Premises at all times, provided Lessor shall not thereby unreasonably interfere with Lessee's affairs on the Leased Premises.

#### **11. Parking.**

During the term of this Lease, Lessee shall have the non-exclusive use in common with Lessor, other Lessees of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor.

#### **12. Building Rules.**

Lessee will comply with the rules of the Building adopted and altered, from time to time, by Lessor, provided that they do not materially impair the Lessee's right and purpose of the occupancy of the premises, unrestricted except as otherwise specified within this lease. Lessee, will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Lessor to Lessee in writing.

#### **13. Damage and Destruction.**

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural, then Lessee and Lessor shall have the right to terminate this Lease as of the date of such damage, in writing, with Notice to the other party.

#### **14. Default.**

If default shall at any time be made by Lessee in the payment of rent when due to Lessor as herein provided, and if said default shall continue for fifteen (15) days after, Lessor shall have the right to terminate this Lease, in addition to any other right or remedy available to Lessor on account of any Lessee default, either in law or equity.

#### **15. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to:

Michael J. Vanni, Mayor  
30435 Lakeshore Blvd.  
Willowick, Ohio 44095

If to Lessee to:

Joseph Tomsick  
Lake County Council on Aging  
8520 East Ave.  
Mentor, Ohio 44060

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

#### **16. Waiver.**

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

#### **17. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

#### **18. Successors.**

The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.

#### **19. Consent.**

Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

#### **20. Compliance with Law.**

Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

#### **21. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the day and year first above written.

**Lessor:**

City of Willowick

By: \_\_\_\_\_  
Mayor Date

**Lessee:**

Lake County Council on Aging

By: \_\_\_\_\_  
Authorized Agent Date



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Grace Gallucci, Executive Director &amp; CEO

March 9, 2023

The Honorable Michael J. Vanni  
Mayor, City of Willowick  
30435 Lake Shore Boulevard  
Willowick, OH 44095

RE: NOACA 2024-2027 Transportation Improvement Program (TIP) Funding Award  
and Agreement

Dear Mayor Vanni:

Congratulations! The Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors approved the NOACA funded portion of the State Fiscal Year 2024-2027 Transportation Improvement Program (TIP). We are pleased to inform you that the following project was selected for funding as it represents an alignment of NOACA and community priorities toward the implementation of the region's eNEO 2050 long-range plan.

| Project Name  | NOACA Funding               | SFY  |
|---|-----------------------------|------|
| E. 305 <sup>th</sup> St. (Lakeland Blvd. to Lakeshore Blvd. (SR-283)) | \$2,042,199 *<br>(80% STBG) | 2025 |

\* Indicates the amount is less than 80% of the estimated total cost.

NOACA will provide eligible construction costs, up to the maximum amount in the specified State Fiscal Year of implementation. The local share must be provided from a non-federal funding source.

This funding award represents a partnership between your community and NOACA to implement the stated project. Enclosed with this letter are 'Sponsor Partnership Responsibilities' that the project sponsor must agree to as a condition of accepting funding. Please read all of the conditions carefully, sign, and return as soon as possible. After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

If you have any questions, please do not hesitate to call me at (216) 241-2414, Ext. 100. Also, your staff may contact Ed May at (216) 241-2414 ext. 287 or by email at [emay@mpo.noaca.org](mailto:emay@mpo.noaca.org). On behalf of NOACA, we are excited to be a partner toward the successful planning and implementation of your project.

Respectfully,

Grace Gallucci  
Executive Director & CEO

1299 Superior Ave., Cleveland, Ohio 44114 3204 Phone 216-241-2414 FAX 216 621 3024

Web [www.noaca.org](http://www.noaca.org) [noaca.org](https://www.facebook.com/noaca.org) @noaca\_mpo

**NOACA 2024-2027 TIP Project Award – Sponsor Partnership Responsibilities****Sponsor Agency:** City of Willowick**Project(s):**

| Project Name  | NOACA Funding               | SFY  |
|---|-----------------------------|------|
| E. 305 <sup>th</sup> St. (Lakeland Blvd. to Lakeshore Blvd. (SR-283)) | \$2,042,199 *<br>(80% STBG) | 2025 |

\* Indicates the amount is less than 80% of the estimated total cost.

The sponsor shall work with NOACA as a partner in the development and implementation of the stated project. To ensure NOACA program objectives are being met, NOACA participation and approval is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. NOACA participation in the project kick off/scope meeting(s) between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
2. NOACA participation in any formed project steering and stakeholder committee, inclusive of agenda setting and schedule of meeting(s) (if applicable).
3. NOACA review and approval of the original scope, adherence to the NOACA Complete and Green Streets Policy, and any proposed modifications to project scope of services, delivery milestone dates, and staged design plans.
4. NOACA participation in and approval of the project public engagement and involvement process and related materials.
5. NOACA participation in and approval of Media, press releases and other widespread external communications and events regarding the project.

NOACA will provide timely coordination and review in the issuance of any comments and approval of these items in its role as project partner.

After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

\_\_\_\_\_  
Authorized Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grace Gallucci, Executive Director, NOACA

\_\_\_\_\_  
Date